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**EASEMENTS — EXTINGUISHMENT — UNITY OF POSSESSION.** — After the tenant for years in possession of the dominant estate had brought suit for an obstruction of the easement of light, the owner of that estate conveyed his reversion in fee to the owner of the servient. The term had not yet expired. *Held*, that the tenant can recover, as unity of possession is necessary to extinguish the easement. *Richardson v. Graham*, [1908] 1 K. B. 39. See NOTES, p. 359.

**EMINENT DOMAIN — COMPENSATION — SET-OFF OF BENEFITS CONFERRED ON LAND REMAINING TO OWNER.** — C. 16 of the Greater New York charter provided that the dock commissioner might by eminent domain acquire land necessary for the improvement of the water-front, and § 822 provided that where part only of a single tract is taken the compensation to the owner should be the difference between the value of the entire tract and the value of the premises in the condition in which they will be after the part is taken. *Held*, that § 822 violates the constitutional provision that private property shall not be taken for public use without just compensation. *Matter of City of New York*, 190 N. Y. 350.

There is a settled conflict of authority as to whether benefits to the remaining land may be set off against the value of the part taken. See *Bauman v. Ross*, 167 U. S. 548; 12 HARV. L. REV. 505. It has heretofore been generally supposed that New York allowed such a set-off. See *Bauman v. Ross*, *supra*; *Rexford v. Knight*, 15 Barb. (N. Y.) 627. The principal case settles the law in New York and clearly holds that an award shall in no case be made for less than the value of the property actually taken by condemnation. It is to be noted, however, that this case does not overrule the class of cases in which it has been held that a tax or an assessment for local improvement may be set off against an award for property condemned. *Genet v. City of Brooklyn*, 99 N. Y. 296.

**EQUITY — JURISDICTION — JURISDICTION BY CONSENT OR ESTOPPEL.** — The defendant received \$3000 under an arrangement by which he was to pay \$1200 to the plaintiff, who brought an action of *assumpsit* for his share. By agreement the cause was transferred to the chancery side of the docket. The defendant thereupon demurred on the ground that the plaintiff had an adequate remedy at law. *Held*, that equity may take jurisdiction of the cause and that the defendant is estopped from questioning its jurisdiction. *Darst v. Kirk*, 82 N. E. 862 (Ill.).

Consent or estoppel cannot ordinarily extend a court's powers. *Klingelhoef v. Smith*, 171 Mo. 455. The jurisdiction of equity, although not so exactly defined as that of courts of law, is restricted, in general, to cases where there is no adequate legal remedy. *Bushnell v. Avery*, 121 Mass. 148; but see *Mellen v. Moline Works*, 131 U. S. 352. Both at law and in equity, however, a party may waive his right to object to the court's lack of authority over his person by mere failure to exercise it. *Burnley v. Cook*, 13 Tex. 586. This decision goes further in permitting the parties to extend equity's jurisdiction to a suit in which there is an ample remedy at law. Consent to the jurisdiction, however, is stronger than a waiver by failure to object, since allowing the agreement to be recalled is in itself inequitable. The present case is not alone in allowing equity to proceed after such a waiver or estoppel. *Champion v. Grand Rapids, etc., Ry.*, 145 Mich. 676; *Mertens v. Roche*, 39 N. Y. App. Div. 398. But in cases of this type equity is not bound to take jurisdiction, and does so at the court's discretion. *Hoagland v. Supreme Council*, 70 N. J. Eq. 607. The adoption of this principle of extending jurisdiction by consent illustrates the tendency to merge the two systems of law and equity.

**FRANCHISES — POWER TO REVOKE INDIRECTLY BY GRANTING COMPET-ING FRANCHISE.** — The defendant, under a permit from the proper authorities, built a highway bridge which diverted the travel from an ancient ferry owned by the plaintiff. *Held*, that an injunction will not issue. *Dibden v. Skirrow*, [1908] 1 Ch. 41.